

Exhibit 51

WADE BILLER
12/10/2021

<p style="text-align: center;">Page 1</p> <p>UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE</p> <hr/> <p>HUNTERS CAPITAL, LLC, et al.,) Plaintiffs,) vs.) No. 20-cv-00983-TSZ CITY OF SEATTLE,) Defendant.)</p> <hr/> <p>ZOOM 30(b)6 Deposition Upon Oral Examination Of WADE BILLER - ONYX HOMEOWNERS ASSOCIATION</p> <hr/> <p>DATE: Friday, December 10, 2021 REPORTED BY: Mindy L. Suurs, CSR No. 2195</p>	<p style="text-align: center;">Page 3</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">1</th><th style="width: 80%;">INDEX</th><th style="width: 10%;">PAGE</th></tr> </thead> <tbody> <tr> <td>2</td><td>EXAMINATION BY</td><td></td></tr> <tr> <td>3</td><td>Mr. Cramer</td><td>6</td></tr> <tr> <td>4</td><td colspan="2">EXHIBIT INDEX</td></tr> <tr> <td>5</td><td>NO. DESCRIPTION</td><td>PAGE</td></tr> <tr> <td>6</td><td>107 Google map</td><td>12</td></tr> <tr> <td>7</td><td>108 E-mails between Florian Hall and Wade Biller</td><td>79</td></tr> <tr> <td>8</td><td>re: Onyx - Gunfire Rounds on South Side of</td><td></td></tr> <tr> <td>9</td><td>Building</td><td></td></tr> <tr> <td>10</td><td>109 Third Amended Class Action Complaint</td><td>106</td></tr> <tr> <td>11</td><td>110 Series of e-mails including July 2, 2020,</td><td>121</td></tr> <tr> <td>12</td><td>from Devin Wakefield to Wade Biller</td><td></td></tr> <tr> <td>13</td><td>111 Dauntless Security Group, Inc. Invoice No. Onyx-1189</td><td>138</td></tr> <tr> <td>14</td><td>112 Dauntless Security Group, Inc. Invoice No. Onyx-1258</td><td>143</td></tr> <tr> <td>15</td><td>113 Dauntless Security Group, Inc. Invoice No. Onyx-1415</td><td>148</td></tr> <tr> <td>16</td><td>114 E-mails between Ken Erickson and Wade Biller</td><td>155</td></tr> <tr> <td>17</td><td>re What is Going On?</td><td></td></tr> <tr> <td>18</td><td>115 Dauntless Security Group, Inc., Invoice No. Onyx-1500</td><td>157</td></tr> <tr> <td>19</td><td>116 Dauntless Security Group, Inc., Invoice No. Onyx-1552</td><td>157</td></tr> <tr> <td>20</td><td>117 Goodbye Graffiti Invoice dated 7/1/2020</td><td>167</td></tr> <tr> <td>21</td><td>118 Goodbye Graffiti Proposal dated October 20, 2020</td><td>171</td></tr> <tr> <td>22</td><td></td><td></td></tr> <tr> <td>23</td><td></td><td></td></tr> <tr> <td>24</td><td></td><td></td></tr> <tr> <td>25</td><td></td><td></td></tr> </tbody> </table>	1	INDEX	PAGE	2	EXAMINATION BY		3	Mr. Cramer	6	4	EXHIBIT INDEX		5	NO. DESCRIPTION	PAGE	6	107 Google map	12	7	108 E-mails between Florian Hall and Wade Biller	79	8	re: Onyx - Gunfire Rounds on South Side of		9	Building		10	109 Third Amended Class Action Complaint	106	11	110 Series of e-mails including July 2, 2020,	121	12	from Devin Wakefield to Wade Biller		13	111 Dauntless Security Group, Inc. Invoice No. Onyx-1189	138	14	112 Dauntless Security Group, Inc. Invoice No. Onyx-1258	143	15	113 Dauntless Security Group, Inc. Invoice No. Onyx-1415	148	16	114 E-mails between Ken Erickson and Wade Biller	155	17	re What is Going On?		18	115 Dauntless Security Group, Inc., Invoice No. Onyx-1500	157	19	116 Dauntless Security Group, Inc., Invoice No. Onyx-1552	157	20	117 Goodbye Graffiti Invoice dated 7/1/2020	167	21	118 Goodbye Graffiti Proposal dated October 20, 2020	171	22			23			24			25		
1	INDEX	PAGE																																																																										
2	EXAMINATION BY																																																																											
3	Mr. Cramer	6																																																																										
4	EXHIBIT INDEX																																																																											
5	NO. DESCRIPTION	PAGE																																																																										
6	107 Google map	12																																																																										
7	108 E-mails between Florian Hall and Wade Biller	79																																																																										
8	re: Onyx - Gunfire Rounds on South Side of																																																																											
9	Building																																																																											
10	109 Third Amended Class Action Complaint	106																																																																										
11	110 Series of e-mails including July 2, 2020,	121																																																																										
12	from Devin Wakefield to Wade Biller																																																																											
13	111 Dauntless Security Group, Inc. Invoice No. Onyx-1189	138																																																																										
14	112 Dauntless Security Group, Inc. Invoice No. Onyx-1258	143																																																																										
15	113 Dauntless Security Group, Inc. Invoice No. Onyx-1415	148																																																																										
16	114 E-mails between Ken Erickson and Wade Biller	155																																																																										
17	re What is Going On?																																																																											
18	115 Dauntless Security Group, Inc., Invoice No. Onyx-1500	157																																																																										
19	116 Dauntless Security Group, Inc., Invoice No. Onyx-1552	157																																																																										
20	117 Goodbye Graffiti Invoice dated 7/1/2020	167																																																																										
21	118 Goodbye Graffiti Proposal dated October 20, 2020	171																																																																										
22																																																																												
23																																																																												
24																																																																												
25																																																																												
<p style="text-align: center;">Page 2</p> <p>1 APPARENCES 2 3 For the Plaintiff: 4 GABE REILLY-BATES Calfo Eakes 5 1301 Second Avenue Suite 2800 6 Seattle, Washington 98101 7 8 For the Defendant: 9 SHANE P. CRAMER Harrigan Leyh Farmer Thomsen 10 999 Third Avenue Suite 4400 Seattle, Washington 98104 11 12 For the City of Seattle: 13 JOSEPH GROSHONG Assistant City Attorney 14 Seattle City Attorney's Office 701 Fifth Avenue 15 Suite 2050 Seattle, Washington 98104 16 17 18 19 20 21 22 23 Also Present: Videographer: Bryan Gaver, Royal Video 24 25 --oo--</p>	<p style="text-align: center;">Page 4</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">1</th><th style="width: 80%;">EXHIBITS (Cont.)</th><th style="width: 10%;">PAGE</th></tr> </thead> <tbody> <tr> <td>2</td><td>3 NO. DESCRIPTION</td><td>PAGE</td></tr> <tr> <td>3</td><td>119 Goodbye Graffiti Invoice dated 11/6/2020</td><td>174</td></tr> <tr> <td>4</td><td>120 McLeod Construction Invoice dated 11/23/2020</td><td>175</td></tr> <tr> <td>5</td><td>121 Original Restoration Company invoice dated 2/22/21</td><td>181</td></tr> <tr> <td>6</td><td>7 122 Information in State of Washington vs. Ernanda Bendtsen</td><td>199</td></tr> <tr> <td>7</td><td>8 123 Excel spreadsheet containing Signal data</td><td>215</td></tr> <tr> <td>8</td><td>9 10 124 E-mail from Wade Biller to Argento Cafe dated October 30, 2020, re Stephanie's remarks</td><td>230</td></tr> <tr> <td>9</td><td>11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</td><td></td></tr> </tbody> </table>	1	EXHIBITS (Cont.)	PAGE	2	3 NO. DESCRIPTION	PAGE	3	119 Goodbye Graffiti Invoice dated 11/6/2020	174	4	120 McLeod Construction Invoice dated 11/23/2020	175	5	121 Original Restoration Company invoice dated 2/22/21	181	6	7 122 Information in State of Washington vs. Ernanda Bendtsen	199	7	8 123 Excel spreadsheet containing Signal data	215	8	9 10 124 E-mail from Wade Biller to Argento Cafe dated October 30, 2020, re Stephanie's remarks	230	9	11 12 13 14 15 16 17 18 19 20 21 22 23 24 25																																																	
1	EXHIBITS (Cont.)	PAGE																																																																										
2	3 NO. DESCRIPTION	PAGE																																																																										
3	119 Goodbye Graffiti Invoice dated 11/6/2020	174																																																																										
4	120 McLeod Construction Invoice dated 11/23/2020	175																																																																										
5	121 Original Restoration Company invoice dated 2/22/21	181																																																																										
6	7 122 Information in State of Washington vs. Ernanda Bendtsen	199																																																																										
7	8 123 Excel spreadsheet containing Signal data	215																																																																										
8	9 10 124 E-mail from Wade Biller to Argento Cafe dated October 30, 2020, re Stephanie's remarks	230																																																																										
9	11 12 13 14 15 16 17 18 19 20 21 22 23 24 25																																																																											

1 (Pages 1 to 4)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

WADE BILLER
12/10/2021

<p>Page 129</p> <p>1 be included?</p> <p>2 A. There is the post-CHOP, the security and graffiti</p> <p>3 post-CHOP or the boarding up of windows after -- from</p> <p>4 July 1st forward through end of December would have been --</p> <p>5 it would be additional costs, and so this is just far</p> <p>6 during CHOP. That's why it makes reference to "due to</p> <p>7 CHOP."</p> <p>8 Q. Okay. And -- but aside from security costs,</p> <p>9 meaning Dauntless graffiti cleanup and broken windows,</p> <p>10 there are no other costs that the homeowners association is</p> <p>11 seeking in the lawsuit?</p> <p>12 A. No other financial losses or costs.</p> <p>13 Q. Are there any -- is there any nonfinancial</p> <p>14 loss-related relief that you think the homeowners</p> <p>15 association is seeking in the lawsuit?</p> <p>16 A. I -- I believe that's something that we haven't</p> <p>17 discussed and I'm not aware of, so there are -- there are</p> <p>18 constitutional rights and damages based on the</p> <p>19 circumstances that I don't have a dollar figure for. I</p> <p>20 think those have been called out, but I don't think there's</p> <p>21 a dollar figure for those being called out.</p> <p>22 Q. Okay. But do you believe that the HOA is</p> <p>23 entitled to some monetary amount in recompense for those</p> <p>24 alleged constitutional violations?</p> <p>25 A. I do.</p>	<p>Page 131</p> <p>1 think that would be minimizing the concept of</p> <p>2 constitutional rights. Can't narrow it down mere -- to</p> <p>3 narrow that down to mere additional security or graffiti</p> <p>4 removal.</p> <p>5 Q. Okay. So there are -- the constitutional --</p> <p>6 alleged constitutional violations aren't related to</p> <p>7 property damage?</p> <p>8 A. Correct.</p> <p>9 Q. Are they related to a loss in value to the</p> <p>10 homeowners association of some sort?</p> <p>11 A. No.</p> <p>12 Q. Are they related to any loss of income to the --</p> <p>13 to the homeowners association?</p> <p>14 A. No. We're a nonprofit, and there has been no</p> <p>15 impact to our assessments.</p> <p>16 Q. Are they -- has the homeowners association</p> <p>17 suffered some loss of good will?</p> <p>18 A. Could you clarify good will?</p> <p>19 Q. Has the homeowners association, in your mind,</p> <p>20 lost some sort of inherent value from being an ongoing</p> <p>21 entity?</p> <p>22 A. I'm not following the question.</p> <p>23 Q. Has the homeowners association had its reputation</p> <p>24 damaged, in your estimation?</p> <p>25 A. No.</p>
<p>Page 130</p> <p>1 Q. And what is that amount that you believe that the</p> <p>2 homeowners association is entitled to?</p> <p>3 A. I don't know that that has actually been given a</p> <p>4 huge amount of consideration or the correlation between the</p> <p>5 circumstances, the constitutional violations to have a</p> <p>6 number at our disposal right now, so I don't have one</p> <p>7 personally.</p> <p>8 Q. What constitutional rights does the homeowners</p> <p>9 association have that you believe have been violated?</p> <p>10 A. I believe that is called out in the lawsuit, so</p> <p>11 I'm not looking at it right now.</p> <p>12 Q. So you're not able to answer that question</p> <p>13 sitting her today?</p> <p>14 A. I'm not.</p> <p>15 Q. What -- what damages did the homeowners</p> <p>16 association suffer as a result of those alleged</p> <p>17 constitutional violations?</p> <p>18 MR. REILLY-BATES: Objection. Asked and</p> <p>19 answered, calls for legal conclusion, will be subject to</p> <p>20 expert -- his testimony.</p> <p>21 BY MR. CRAMER:</p> <p>22 Q. Property damage? Is that included? Is that part</p> <p>23 of the damages that you think have been caused by</p> <p>24 constitutional deprivation?</p> <p>25 A. I -- I don't think it is minimized to that. I</p>	<p>Page 132</p> <p>1 Q. Has it been damaged in any other way that I</p> <p>2 haven't already asked you about?</p> <p>3 A. It hasn't been damaged in any way that's not</p> <p>4 outlined in the lawsuit.</p> <p>5 Q. But you don't have any --</p> <p>6 A. I don't have anything in addition to.</p> <p>7 Q. And you're not in a position to provide any</p> <p>8 estimate of the valuation of those damages?</p> <p>9 A. Correct.</p> <p>10 Q. Are you, Mr. Biller, seeking damages in this</p> <p>11 action?</p> <p>12 A. From a constitutional perspective, yes. In a</p> <p>13 financial costs for deductibles in relationship to the</p> <p>14 machete attack, yes.</p> <p>15 Q. Okay. So are you purporting to represent the</p> <p>16 class of individuals who have been personally injured in</p> <p>17 connection with CHOP?</p> <p>18 A. No.</p> <p>19 Q. So the class does not include individuals who</p> <p>20 have been personally injured as a result of or in</p> <p>21 connection with CHOP?</p> <p>22 A. I represent -- currently I represent myself and</p> <p>23 the association. I'm not aware of anyone else being</p> <p>24 physically hurt or any other additional damages have not</p> <p>25 been brought forward by other owners.</p>

33 (Pages 129 to 132)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

WADE BILLER
12/10/2021

Page 233

1 SIG N A T U R E
2

3 I declare that I have read my within deposition,
4 taken on Friday, December 10, 2021, and the same is true
5 and correct save and except for changes and/or corrections,
6 if any, as indicated by me on the "CORRECTIONS" flyleaf
7 page hereof.

8 Signed in _____, Washington,
9 this _____ day of _____, 2021.

10
11
12
13
14 WADE BILLER
15
16
17
18
19
20
21
22
23
24
25

Page 234

1 REPORTER'S CERTIFICATE
2

3 I, Mindy L. Suurs, the undersigned Certified Court
4 Reporter, pursuant to RCW 5.28.010, authorized to
administer oaths and affirmations in and for the State of
Washington, do hereby certify:

5 That the foregoing testimony of WADE BILLER was given
6 before me at the time and place stated therein and
thereafter was transcribed under my direction;

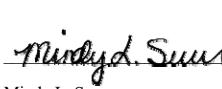
7 That the sworn testimony and/or proceedings were by me
8 stenographically recorded and transcribed under my
supervision, to the best of my ability;

9 That the foregoing transcript contains a full, true,
10 and accurate record of all the sworn testimony and/or
proceedings given and occurring at the time and place
11 stated in the transcript;

12 That the witness, before examination, was by me duly
13 sworn to testify the truth, the whole truth, and nothing
but the truth;

14 That I am not a relative, employee, attorney, or
15 counsel of any party to this action or relative or employee
of any such attorney or counsel and that I am not
16 financially interested in the said action or the outcome
thereof;

17 DATE: December 20, 2021

18
19
20
21
22
23
24
25




Mindy L. Suurs
Certified Court Reporter #2195

59 (Pages 233 to 234)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126